

# **Exhibit “O”**

Bargain and Sale Deed  
With Covenants Against Grantors Acts

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT  
THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY**

FID-2164S

**THIS INDENTURE**, made the      day of May , two thousand and six

**BETWEEN**

BENEDICT POND OF NEW WINDSOR, LLC, a New York Limited Liability Company formerly known as SARJON, LLC, with offices at 535 High Mountain Road, North Haledon, New Jersey 07508, party of the first part, and

KG CORNWALL, LLC, a New York Limited Liability Company, c/o Dorfman, Knoebel & Conway, LLP, with offices at 51 North Broadway, Nyack, New York 10960, party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of Ten and No/100 (\$10.00) Dollars lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, Orange County, State of New York, being more particularly described on Schedule "A" attached and made a part hereof;

**BEING** and intended to be the same premises described in a deed from Gertrude C. Benedict, H. Glenn Benedict, Lee Benedict and Dale Benedict, dated May 6, 1999 and recorded in the Orange County Clerk's Office on May 21, 1999 in Liber 5064 of Deeds at page 127.

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby and said premises have been encumbered in any way whatever, except as aforesaid.

T.T.  
\$12,000

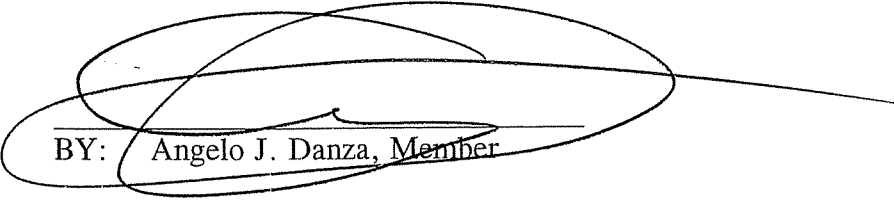
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AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

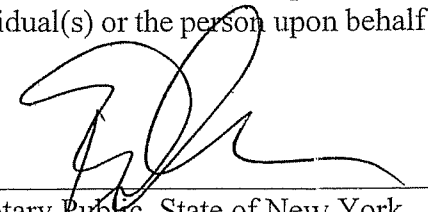
IN PRESENCE OF:

BENEDICT POND AT NEW WINDSOR, LLC

BY:  Angelo J. Danza, Member

State of New York     )  
                                      )     ss.:  
County of Orange     )

On May 1<sup>st</sup>, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared ANGELO J. DANZA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public, State of New York

DAVID J. ELLNER  
NOTARY PUBLIC STATE OF NEW YORK  
ROCKLAND COUNTY  
LIC. #01EL6047992  
COMM. EXP. 09/18/2008

## Schedule A Description

Title Number FID-21648

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All that certain plot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, intended to be Parcels I and II on a Map entitled "Proposed Lot Line change of lands of Gertrude C. Benedict" dated 7/17/1995, recorded 4/12/1996 in the Orange County Clerk's Office as Map No. 69-96, and more particularly bounded and described as follows:

Beginning at a point said point being the southeasterly corner of premises and running thence

North 82° 21' 00" west a distance of 12.52 feet

North 08° 50' 45" west a distance of 183.08 feet, thence

South 86° 54' 45" west a distance of 68.50 feet, thence

North 74° 40' 10" west a distance of 108.00 feet, thence

North 72° 37' 50" west a distance of 176.18 feet, thence

North 74° 48' 58" west a distance of 38.29 feet, thence

South 14° 40' 40" west a distance of 128 feet, thence

North 75° 35' 00" west a distance of 160 feet, thence

South 14° 25' 00" west a distance of 104.53 feet, thence

North 82° 21' 00" west along the border of the Town of New Windsor and the town of Cornwall a distance of 917.03 feet thence

North 06° 33' 45" east a distance of 258.49 feet, thence

North 37° 45' 55" west a distance of 155.34 feet, thence

North 37° 16' 50" west a distance of 187.70 feet, thence

North 38° 12' 55" west a distance of 134.61 feet, thence

North 40° 00' 05" west a distance of 125.04 feet, thence

North 04° 17' 10" east a distance of 197.89 feet, thence

North 01° 29' 15" east a distance of 114.40 feet, thence

South 01° 51' 25" east a distance of 57.42 feet, thence

South 73° 39' 40" east a distance of 192.37 feet, thence

North 00° 17' 40" east a distance of 412.93 feet, thence

North 72° 10' 35" east a distance of 393.36 feet, thence

South 03° 58' 50" east a distance of 72.98 feet, thence

North 61° 41' 45" east a distance of 352.53 feet, thence

South 59° 09' 47" east a distance of 71.31 feet along the south westerly side of Dean Hill Road, thence

South 35° 37' 45" east a distance of 340.35 feet, thence

South 05° 57' 20" west a distance of 260.60 feet, thence

South 23° 28' 45" east a distance of 50.68 feet, thence

North 45° 03' 54" east a distance of 16.80 feet, thence

North 61° 18' 23" east a distance of 136.80 feet, thence

North 86° 52' 26" east a distance of 76.19 feet, thence

North 88° 45' 10" east a distance of 74.70 feet, thence

Continued On Next Page

**Schedule A Description - continued**Title Number **FID-21648**Page **2**

South 77° 52' 08" east a distance of 91.57 feet, thence  
South 34° 55' 01" east a distance of 137.26 feet, thence  
South 46° 33' 50" east a distance of 124.26 feet, thence  
South 50° 17' 46" east a distance of 62.91 feet, thence  
North 77° 25' 05" east a distance of 14.85 feet, thence  
South 18° 13' 02" east a distance of 67.71 feet, thence  
South 51° 09' 12" west a distance of 86.50 feet, thence  
South 27° 26' 10" east a distance of 78.57 feet, thence  
North 88° 35' 20" east a distance of 210.62 feet, thence  
South 24° 29' 00" east a distance of 130.85 feet, thence  
South 24° 32' 56" east a distance of 117.00 feet, thence  
South 71° 20' 05" west a distance of 285.31 feet, thence  
South 08° 41' 45" east a distance of 177.70 feet, thence  
South 29° 14' 50" east a distance of 195.42 feet, thence  
South 27° 07' 55" east a distance of 170.14 feet, thence  
South 38° 48' 45" east a distance of 16.45 feet, thence  
South 08° 50' 45" east a distance of 192.24 feet to the point or place of  
beginning.

Together with a right of way over and upon a certain private road shown on Map  
No. 69-96, recorded 4/12/96 in the orange County Clerk's Office.